

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF ADDISON AND HALFF ASSOCIATES, INC. FOR DEVELOPMENT OF AN AQUATIC RESOURCE RELOCATION PLAN IN AN AMOUNT NOT TO EXCEED \$64,600.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Agreement for Professional Services between the Town of Addison and Halff Associates, Inc. for development of an Aquatic Resource Relocation Plan in an amount not to exceed \$64,600.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 28th day of June, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

TOWN OF ADDISON, TEXAS

WORK AUTHORIZATION CONFIRMATION

Work Authorization Number 22: Winnwood Pond 2016 Dredging Project

TO: Wesley S. Pierson

Date: June 15, 2016

From: Timothy E. Lackey, P.E. RPLS

AVO: 29751

Email: tlackey@halff.com

Project: MASTER SERVICES AGREEMENT (MSA)
BETWEEN THE TOWN OF ADDISON AND
HALFF ASSOCIATES, INC. FOR
PROFESSIONAL SERVICES DATED
2/5/2014.

Signed: 

As requested, Halff Associates is pleased to propose Construction Engineering and related services for Winnwood Pond 2016 for Dredging Project. A detailed Scope of Services is included as Attachment 1.

The terms and conditions of the Master Services Agreement dated February 5, 2014, are incorporated as if fully set forth herein.

It is estimated that these services can be accomplished for a lump sum fee of **\$64,600**. It is anticipated that engineering and construction phase services can be completed in a period of **5 months**. Fee breakdown is included as Attachment 2. Construction Phase services, and Aquatic relocation phase services are made part of this work authorization.

A private contractor through procurement of a bidding phase will perform the following tasks through a contract with the Town of Addison.

1. Place temporary construction drives
2. Dewater Ponds
3. Removal and disposal of silt material
4. Removal and disposal of concrete fountains
5. Replacement of damaged landscaping.

If this proposal meets with your approval, please sign below and return (1) copy to Halff Associates. Unless otherwise instructed in writing, the receipt of a fully executed Work Authorization will constitute approval of Work Authorization scope, fees and schedule and will serve as Halff's notice to proceed with the services described herein.

By: Wesley S. Pierson

Title: City Manager

Signature: _____

Date: _____

☒ Attachment 1 – Scope of Services

☒ Attachment 2 – Fee Schedule

SIGNED: _____

COPIES:

☒ File

☐ Owner

☐ Contractor

☐ Other:

EXHIBIT A

Work Authorization No.22 - Winnwood Ponds 2016 Dredging Project

Attachment 1: Scope of Services

Project description

The scope of work to be performed under this work authorization shall generally consist of construction phase engineering services necessary to have an Addison Contractor perform dredging of the three Winnwood Ponds in the Town of Addison. All three ponds are to be combined into one dredging contract package. Halff's scope of services is a function of the Town of Addison's Contractor and the Town's ability to manage its project and schedule.

Halff agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule.

CONSULTANT shall provide the following services to perform construction engineering services in accordance with recognized industry standards which are similar in size, scope, and budget to the project:

1. Construction Phase Services - all ponds to be bid in one dredging package.

1.1 Construction and post-construction phase services

1.1.1 Attend pre-construction meeting

1.1.2 Establish three (3) horizontal and vertical survey control points for contractors use

1.1.3 Halff will provide periodic site visits to observe the status of contractors work and assist in determining if such work is being performed in general conformance of the construction documents. Five (5) site visits with staff are made a part of this scope. Halff scope does not include means or methods, or the construction safety of the Contractors operations, and these remain the sole responsibility of the contractor.

1.1.4 Halff will respond in writing as needed to Request for Information(RFI) from the contractor in a timely fashion. Three (3) RFI responses are included in scope.

1.1.5 Halff will review and recommend for payment the Contractors monthly pay requests. Reviews will be made to determine if contractor's invoices are in general compliance with the construction documents.

1.1.6. Construction Engineering Services relating to an agreement between a Construction Contractor (the "Contractor") and the Town, and upon receipt of a written request by Town, Halff shall research previous and existing conditions of

EXHIBIT A

the Project, and make a determination whether or not to certify that sufficient cause exists for the Town to declare the Contractor in default of the terms and conditions of the agreement. Halff shall submit his findings in writing to the Town, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the Town. Town and Halff agree that if requested by the Town, completion of this task shall be included in the Fee and considered to be within the Scope of Services as defined under this Agreement.

1.1.7 Prepare record drawings based on contractors and town staff mark-ups. Town shall not hold consultant liable for the information supplied to Halff, and Halff will not be responsible for verifying Contractors accuracy or completeness of data provided. Halff will provide one electronic pdf version of the record drawings. Halff will provide a non-exclusive license to the Town, that will provide the Town all of the rights that they need to bid, construct, operate and maintain the improvements, but only after (i) Halff's completion of its professional services and (ii) Halff's receipt of all payments relates to the performance of such professional services.

1.2. Coordinate with Contractor during dewatering phase and perfume Aquatic Species Relocation Activities (ARRP) for Winnwood three ponds.

The Town of Addison plans to dewater and dredge the Winnwood Ponds within Dallas County, Texas in order to restore the original depth of the ponds for drainage and flood control purposes. This scope of services is to prepare an Aquatic Resource Relocation Plan (ARRP), obtain a Permit to Introduce Fish, Shellfish or Aquatic Plants into Public Waters from the Texas Parks and Wildlife Department (TPWD), coordinate aquatic resource relocation activities with TPWD in association with the ARRP and permit, conduct aquatic species recovery and relocation activities during the dewatering process, and prepare a final report to document these activities for the project record. These activities will be conducted in accordance with TPWD *Aquatic Resource Relocation Guidelines*, Chapters 67 and 68 (Sections 68.002 and 68.015) of the TPWD Code, and 31 Texas Administrative Code (TAC) §65.175 & 176. The professional services to be provided by Halff Associates, Inc. (Halff) on the project will include the below tasks.

1.2.1: ARRP COORDINATION AND MANAGEMENT

1.2.1.1 Coordination, Meetings, Sub-Consultant Management, and Administration -Effective communication between Halff, the Town of Addison, the Construction Contractor, and TPWD will be a key factor in completing a successful and expedient project. All correspondence and coordination through TPWD will be handled with the concurrence of the Town of Addison. Halff will oversee the preparation of documents and manage the project activities described below.

EXHIBIT A

Halff will document applicable project-related meetings and will forward meeting minutes in electronic format to the appropriate the Town of Addison, Construction Contractor, TPWD representatives, and other project team members, as applicable. This task will include one in-person project meeting and site visit as well as up to two (2) project meetings via teleconference.

Halff will monitor and manage sub-consultant activities (staff and schedule).

Halff will print copies of final project documents/reports as discussed in Item 1.2.2 and 1.2.5. Unless otherwise directed by the Town of Addison, Halff will distribute final project documents to appropriate agencies and organizations.

Upon request, Halff will submit project files/exhibits to the Town of Addison and TPWD after project completion. Copies of project files will be retained by Halff for a minimum of three (3) years.

1.2.1.2 – Quality Assurance/Quality Control. Halff will conduct comprehensive quality assurance/quality control reviews for all deliverables throughout the duration of the project.

1.2.2: PREPARATION OF THE AQUATIC RESOURCE RELOCATION PLAN

Halff will prepare the ARR, which will detail how the responsible party (Town of Addison) plans to control and limit the impacts of the proposed dewatering and dredging activities within the Winnwood Ponds. The ARR will include information on 10 specific elements for each location, in accordance with TPWD Guidelines. Per TPWD *Aquatic Resource Relocation Plan Guidelines*, the 10 elements to be included in the ARR are as follows:

- 1.2.2.1. Project description
- 1.2.2.2. Location map and general location information.
- 1.2.2.3. Notification to the regional Kills and Spills Team (KAST) biologist of the expected start date or any changes to the start date of aquatic resource recovery activities.
- 1.2.2.4. Identify any state or federally threatened or endangered species that may occur within the project area, and explain of the methods used to protect these species.
- 1.2.2.5. Identify all shellfish species that may be impacted due to the project.
- 1.2.2.6. Identify all exotic or invasive species potentially within the project area.
- 1.2.2.7. Describe the methods of collecting and relocating aquatic resources.

EXHIBIT A

1.2.2.8. Describe how the receiving waters will be protective of aquatic life.

1.2.2.9. Explain the disposal methods for dead and/or exotic aquatic species.

1.2.2.10. Identify best management practices (BMPs) to be utilized to prevent and/or minimize the risk of transporting invasive and exotic species during the project.

Per TPWD Aquatic Resource Relocation Plan Guidelines, TPWD requests that the ARRP be provided no less than four (4) weeks prior to the beginning of construction. The ARRP developed for this project will focus on mussel, fish, and turtle relocation activities. Halff will also prepare the permit application and obtain the TPWD Permit to Introduce Fish, Shellfish or Aquatic Plants into Public Waters.

Deliverables -The TPWD-approved ARRP and corresponding Permit to Introduce Fish, Shellfish or Aquatic Plants into Public Waters (electronic copy and up to three (3) hard copies).

1.2.3: MUSSEL RECOVERY AND RELOCATION ACTIVITIES

To date, no formal mussel survey and/or relocation protocols for Texas have been issued by TPWD or by the U.S. Fish and Wildlife Service (USFWS). In accordance with Chapters 67 and 68 (Sections 68.002 and 68.015) of the TPWD Code and 31 TAC §65.175 & 176, a presence/absence survey for state-listed threatened mussels was conducted by Halff on April 9-10, 2014 using self-contained underwater breathing apparatus (SCUBA) and tactile timed-area searches of twenty-five 25 square meter (m²) survey plots randomly distributed throughout the three Winnwood Ponds. Mussel species identified included pondhorn (*Uniomereus declivis*), paper pondshell (*Utterbackia imbecillis*), and giant floater (*Pyganodon grandis*). No state-listed threatened mussel species were located during the presence/absence survey; therefore, it is not anticipated that state-listed threatened species are present within the Winnwood Ponds.

However, as a precaution, each of the three Winnwood Ponds will be surveyed during the dewatering process. A TPWD-permitted malacologist and other experienced biologists will be on site to survey the dewatered ponds for mussels that may have become stranded as a result of the dewatering process. Should any mussels be recovered, Halff will immediately relocate mussels in accordance with the TPWD-approved ARRP detailed in Item 3.5.2. Mussels will be quickly transported to the appropriate relocation site in order to minimize their time out of the water. The mussels will be transported in coolers to maintain their temperature as close as possible to pond temperature, and the location of the relocated mussels will be documented. All recovery and relocation activities detailed in this Task would be conducted in accordance with the TPWD-approved ARRP developed in Item 3.5.2. The exact timing of these activities will be dependent upon schedule

EXHIBIT A

availability, conditions within the ponds (i.e., flow levels, etc.), and weather-related conditions.

Best management practices (BMPs) will be utilized during Item 3.5.3 in order to prevent the transfer of invasive species. Throughout the mussel relocation process and upon completion of these activities, all equipment will be visually inspected for zebra mussels and/or other invasive species. Plant material, mud, and other debris will be removed from the equipment. In addition, all equipment utilized throughout the relocation activities (i.e., boots, buckets, nets, coolers, etc.) will be properly cleaned with a high pressure hose. This equipment will then be allowed to dry completely before use in another water body in accordance with the TPWD rules currently in effect within Dallas County, Texas as well as the TPWD-approved ARRPs.

Up to three (3) general project team meetings (i.e., one for each of the three anticipated pond dewatering events) via teleconference are included in Item 4.5.3. These meetings will be necessary during the construction process in order to coordinate required mussel survey and relocation activities with the Town of Addison, the Construction Contractor, and TPWD.

Deliverables: Information on mussel recovery and relocation activities will be included in the final report as detailed in Item 3.5.5.

Item 1.2.4 – FISH AND TURTLE RECOVERY & RELOCATION ACTIVITIES. Halff will develop the appropriate methodology and conduct fish and turtle recovery and relocation efforts during the dewatering process. Fish recovery and relocation activities will be conducted via electrofishing and/or seining. Turtle recovery and relocation activities will be conducted via dip netting and/or seining. Collected fish and turtles will be placed within an oxygenated holding tank in order to keep them alive while they are transported to the designated relocation site. Recovered fish and turtles will then be relocated to an appropriate area, as determined by Halff. Fish and turtle recovery and relocation activities will be conducted in accordance with the TPWD-approved ARRPs (Item 1.2.2).

BMPs will be utilized during Item 1.2.4 in order to prevent the transfer of invasive species. Upon completion of fish and turtle recovery and relocation activities, plant material, mud, and other debris will be removed from the equipment. In addition, all equipment utilized throughout the relocation activities (i.e., nets, buckets, etc.) will be properly cleaned with a high pressure hose. This equipment will then be allowed to dry completely before use in another water body. The boat utilized for the electrofishing effort will be drained, cleaned, and allowed to dry, in accordance with the TPWD boat rules currently in effect within Dallas County, Texas.

Deliverables - Information regarding fish and turtle recovery and relocation activities will be documented as detailed in Item 1.2.5.

EXHIBIT A

1.2.5 – Documentation of the aquatic resource relocation activities -Halff will prepare a report which will include descriptive text (i.e., general project description, site description, habitat description) and aquatic species recovery and relocation methodology/ results (Items 1.2.2-1.2.4), including field notes, photographs, and figures/exhibits. In addition, the report will detail information such as the number and type of aquatic species relocated, relevant data on the selected relocation area, etc. In addition, Halff will document the number and type of non-native and/or dead fish that are recovered during the fish relocation event specified in Item 1.2.4.

As part of the reporting obligations associated with the Halff Team TPWD Scientific Research Permit for performing surveys for state-listed threatened freshwater mussel species, the results of Item 1.2.3 activities will be reported to TPWD with the required annual permit report and may be incorporated into the TPWD Natural Diversity Database (NDD).

Deliverables -A detailed report as described above. The final report will be provided upon the completion of Items 1.2.2 -1.2.4. Activities. This report will be supplied in electronic format, and up to three hard copies will be supplied.

EXCLUSIONS/ITEMS NOT INCLUDED IN THE ARRP PROJECT SCOPE

Mussel species will be identified visually in the field by a TPWD permitted malacologist and relocated per the TPWD-approved ARRP. This scope does not include laboratory testing (i.e., DNA or other).

Recovered fish and turtle species will be identified visually in the field by qualified personnel and relocated per the TPWD-approved ARRP. No laboratory testing will be performed.

No post-relocation monitoring of aquatic species is included within this scope of services.

The ARRP included in this scope of services will be focused on mussel, fish, and turtle relocation activities.

Mussel recovery activities will be performed via wadeable tactile and visual shoreline surveys by a TPWD-permitted malacologist and other experienced biologists. Recovery via SCUBA is not included in this scope of services.

Recovery and relocation activities relating to other state and/or federally-listed aquatic or terrestrial species are not included in the scope of services.

All aquatic species survey data and results, specimen vouchers, and photographs, regardless of format shall be property of Halff, and may be utilized for scientific research, the results of which may be published in publicly available, peer-reviewed, scientific journals or presented at scientific meetings (as a talk or poster).

EXHIBIT A

ASSUMPTIONS OF THE ARR

It is assumed that locations within the project area are readily accessible and that appropriate rights of entry/access will be provided to Halff by the Town of Addison.

One ARR will be prepared for the mussel, fish, and turtle recovery and relocation events associated with the proposed construction activities.

It is assumed that Halff will provide a TPWD-permitted malacologist and three other personnel during each of the three dewatering events to complete aquatic species recovery and relocation activities. This staff will be provided for three 8-hour days in order to complete the required aquatic recovery and relocation activities, per the TPWD-approved ARR. Should additional aquatic species recovery and relocation efforts and/or additional staff be necessary, these additional activities would be completed in accordance with the daily rate specified in the fee schedule of this scope.

It is assumed that the Town of Addison and/or the Construction Contractor is responsible for notifying Halff when the dewatering process is scheduled to begin.

It is assumed that the Town of Addison's Construction Contractor is aware of the need for access to the sites for Halff to perform the required aquatic species recovery and relocation activities in accordance with the TPWD-approved ARR. It is assumed that the Town of Addison's Construction Contractor will not begin dewatering and/or dredging activities within the Winnwood Ponds until TPWD and/or Halff determines that activities involving aquatic life have been completed per the TPWD-approved ARR.

It is assumed that Halff will perform Item 1.2.3 and 1.2.4 activities after each of the Winnwood Ponds has been drained to a level which would permit wadeable tactile and/or shoreline searches.

It is assumed that the Town of Addison's Construction Contractor will drain the Winnwood Ponds per the TPWD-approved ARR (i.e., so that aquatic resource relocation activities may occur per the ARR, etc.).

LIMITATIONS OF THE ARR

The exact timing of the aquatic resource recovery and relocation activities will be dependent upon conditions within the Winnwood Ponds (i.e., safety issues associated with heavy siltation within the pond), weather-related conditions, and other potential issues and/or concerns provided by the Town of Addison and/or Halff.

EXHIBIT A

Due to the conditions on-site (i.e., the movement of individual mussels within the substrate, etc.), it is understood that all individual mussels within the Winnwood Ponds may not be recovered and relocated during Item 1.2.3 activities. Halff will perform all surveys in accordance with the TPWD-approved ARRPs.

Halff will conduct electrofishing and/or seining/dip netting activities to attempt to recover each fish within the areas to be dewatered. It is understood that it is possible that not all fish within the areas to be dewatered will be recovered and relocated due to potential limitations of the electrofishing equipment and technology. Halff will perform all fish recovery activities in accordance with the TPWD-approved ARRPs.

Halff will conduct seining/dip netting activities to attempt to recover each turtle within the areas to be dewatered. It is understood that it is possible that not all turtles within the areas to be dewatered will be recovered and relocated. Halff will perform all turtle recovery activities in accordance with the TPWD-approved ARRPs.

In the event that mussels, fish, or turtles are harmed or killed during recovery and relocation efforts, Halff will not be held liable. Halff will utilize best practices as detailed in the TPWD-approved ARRPs to minimize mortality associated with recovery and relocation efforts.

2. Exclusions - the following services can be provided as additional services if requested

- 2.1 Dam design, safety review, or certifications
- 2.2 Review of water rights
- 2.3 Boundary survey
- 2.4 Right of entry
- 2.5 Right of way services
- 2.6 Landscape architecture
- 2.7 Infiltration, exfiltration, permeability testing or design of lining
- 2.8 Design of fore bay, inlet or outlet
- 2.9 Relocation of endangered species
- 2.10 Additional meetings, hearings, work sessions or presentations beyond those described above.

EXHIBIT A

Attachment 2

Work Authorization #22

Fee Summary Schedule

No.	Task Description	Task Fee	Phase Total
1.1.	Construction Phase Services	\$14,600	
1.2	Aquatic Resource Relocation Plan and Services	\$50,000	
Work Authorization #22	Total Lump Sum Fee	\$64,600	\$64,600

Note: Task Fee breakdown for reference only. Fees for individual tasks may vary. Halff's schedule is dependent on contractor's schedule, and if schedule is exceeded through no fault of Halff, then the period will be extended and additional fees will be added to Halff's scope and budget.